

# EXHIBIT A

FILED IN OFFICE

SUPERIOR COURT OF NEWTON COUNTY, STATE OF GEORGIA

SUCV2023001668

LAYLA H. ZON

AUG 25, 2023 10:03 AM

Plaintiff  
AMERICAN COMPONENTS MANUFACTURING & ENGINEERING, LLCDefendant vs  
BRUDERER MACHINERY, INC.Person to be served: BRUDERER MACHINERY, INC.  
C/O ALOIS RUPP, REGISTERED AGENT  
Address:  
156 CHURCHILL ROAD  
TENAFLY NJ 07670

Attorney:

DAME LAW, P.C.  
1867 INDEPENDENCE SQUARE SUITE 201  
ATLANTA GA 30338

Papers Served:

SUMMONS &amp; COMPLAINT; EXHIBIT "A"

DOCKET NO. SUCV2023001668

AFFIDAVIT OF SERVICE  
(for use by Private Service)Linda D. Hays, Clerk  
Newton County, Georgia

Cost of Service pursuant to R4:4-30

\$ \_\_\_\_\_

Service Data:

Served Successfully ☒ Not Served ☐ Date: 8/19/23 Time: 4:55pm Attempts: 3☐ Delivered a copy to him/her personally

Name of Person Served and relationship/title

☐ Left a copy with a competent household member over 14 years of age residing therein at place of abode.

ALOIS RUPP

☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Registered Agent

Description of Person Accepting Service:

Age: 50 Height: 5'9" Weight: 170 Hair: BLACK Sex: M Race: CAUCASIAN

Non-Served:

- ( ) Defendant is unknown at the address furnished by the attorney
- ( ) All reasonable inquiries suggest defendant moved to an undetermined address
- ( ) No such street in municipality
- ( ) No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

( ) Other: \_\_\_\_\_ Comments or Remarks \_\_\_\_\_

Subscribed and Sworn to me this  
22nd day of Aug 2023

Patricia Knapp

Notary Signature

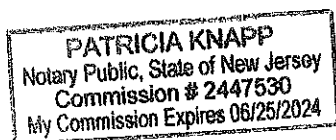
I, EVERETT WINKLER, was at  
time of service a competent adult not having a direct  
interest in the litigation. I declare under penalty  
of perjury that the foregoing is true and correct.

[Signature]

Signature of Process Server

8-22-23


Date

DGR LEGAL, INC.  
1359 Littleton Road, Morris Plains, NJ 07950-3000  
(973) 403-1700 Fax (973) 403-9222

Work Order No. 661939

File No. SUCV2023001668

**SECOND ORIGINAL**  
**SUPERIOR COURT OF NEWTON COUNTY**  
**STATE OF GEORGIA**

 **EFILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
NEWTON COUNTY, GEORGIA  
**SUCV2023001668**  
**LAYLA H. ZON**  
**JUL 25, 2023 11:04 AM**

  
Linda D. Hays, Clerk  
Newton County, Georgia

CIVIL ACTION NUMBER SUCV2023001668  
American Components Manufacturing &  
Engineering, LLC

\_\_\_\_\_  
**PLAINTIFF**

**VS.**

Bruderer Machinery, Inc.

\_\_\_\_\_  
**DEFENDANT**

**SUMMONS**

TO: BRUDERER MACHINERY, INC.

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**H. Michael Dever**  
**Dame Law PC**  
**1867 Independence Square**  
**Ste. 201**  
**Atlanta, Georgia 30338**


an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 25th day of July, 2023.**

Clerk of Superior Court

  
Linda D. Hays, Clerk  
Newton County, Georgia

# SECOND ORIGINAL

 **FILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
NEWTON COUNTY, GEORGIA  
**SUCV2023001668**  
**LAYLA H. ZON**  
**JUL 25, 2023 11:04 AM**

*Linda D. Hays*  
Linda D. Hays, Clerk  
Newton County, Georgia

**AMERICAN COMPONENTS  
MANUFACTURING &  
ENGINEERING, LLC**

**Plaintiff,**

**V.**

**BRUDERER MACHINERY, INC.,**

**Defendant.**

• • • • •

**CIVIL ACTION  
FILE NO.**

## COMPLAINT

COMES NOW, American Components Manufacturing & Engineering, LLC (“Atlanta Arms”) and files this its Complaint against Bruderer Machinery, Inc. (“Bruderer”) showing the court as follows:

1.

The Defendant Bruderer is a New Jersey corporation which transacts business in the State of Georgia and has committed tortious acts and injuries in Georgia and is subject to the jurisdiction and venue of this court pursuant to O.C.G.A. § 9-10-91 (1) (2) and (3).

2.

Atlanta Arms owns and operates an ammunition factory in Covington, Georgia and sells its high-quality and extreme precision ammunition to the military, law-enforcement, professional shooters, and the general public.

3.

Bruderer is a manufacturing company that claims it is renowned throughout the world as a pacesetter in high-quality punching technology.

4.

In late 2021, Atlanta Arms was introduced to Bruderer which at the time represented to Atlanta Arms that they had for sale a press machine that would make 9mm ammunition casings at the rate of 240 parts per minute at a run frame of 8 to 10 hours per day.

5.

The press machine was purportedly manufactured by Invernizzi a company located in Italy, whose products Bruderer sold and distributed throughout the United States.

6.

Over the next several months Atlanta Arms and Bruderer negotiated the terms of the purchase of the press machine.

7.

On numerous occasions, it was represented to Atlanta Arms by Bruderer that the press machine would be delivered to Atlanta Arms manufacturing facility located in Covington Georgia in May or June 2022.

8.

On February 3, 2022 Bruderer submitted to Atlanta Arms quotation number 1-0203AJR ("Proposal") which sets forth the basic terms and conditions of Atlanta Arms purchase of the press machine from Bruderer. A true and correct copy of the proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

9.

In two different parts of the proposal, Bruderer represented to Atlanta Arms that the press machine would produce 240 casings per minute.

10.

Bruderer represented to Atlanta Arms that the press machine would consistently maintain the above-referenced output over the course of 8 to 10 hours per day.

11.

Based on Bruderer's representations both verbally and in the proposal Atlanta Arms could expect to produce 115,200 casings during an 8 hour workday.

12.

Contained in the proposal is a twelve (12) month warranty from the date of the delivery of the parts manufactured by Invernizzi.

13.

Bruderer guaranteed that the press machine was made from top-quality materials employing highly specialized labor.

14.

Bruderer represented that all commercial parts bought from the press machine would be covered by the guarantee.

15.

The cost of the press machine as outlined in the proposal was €1,312,500.

16.

The terms of payment were as follows:

- a. 10% at order;
- b. 60% at positive factory acceptance test ("FAT"); and
- c. 30% at positive site acceptance testing ("SAT")

17.

On March 21, 2022 Atlanta Arms provided to Bruderer the specifications for the strip material to be used to make the casings on the press machine.

18.

On March 31, 2022, Invernizzi informed Bruderer that the specifications for the strip materials would be okay for use on the press machine.

19.

On April 5, 2022 Bruderer informed Atlanta Arms that the specifications for the strip materials would be okay for use on the press machine.

20.

A representative of Atlanta Arms traveled to Invernizzi's factory in Italy in June 2022 to receive training on the press machine.

21.

Subsequent to Atlanta Arms' travel to Invernizzi's factory, Atlanta Arms began requesting the casings produced by the press machine at the June and August 2022 training since Atlanta Arms had paid for the material to make the casings.

22.

The representative of Atlanta Arms traveled to Invernizzi's factory in Italy again in late August 2022 for additional training.

23.

Both Bruderer and Invernizzi, represented to Atlanta Arms that the casings from the June and August visits would be shipped to Atlanta Arms.

24.

Notwithstanding representations to the contrary, Invernizzi and Bruderer later informed Atlanta Arms that the casings were destroyed by Invernizzi.

25.

Despite numerous representations by Bruderer that the press machine would be delivered in June 2022, the press machine was not delivered to Atlanta Arms until December 15, 2022.

26.

Despite representations by Bruderer that representatives from the manufacturer would be at the Atlanta Arms facility at the delivery of the press machine to install the press machine and train Atlanta Arms on the press machine, the factory representatives did not arrive at Atlanta Arms facility until January 20, 2023.

27.

From the time the press machine began operating at the Atlanta Arms facility, it has been beset with problems rendering it inoperable. Some of the many issues that have caused the press machine to be inoperable are as follows:

- a. The A and B side of the press machine were making different size casings
- b. Many of the casings made were not to specifications;
- c. Issues with back line piercing;
- d. Clip punches holding clips and getting stuck;
- e. Shells sticking in trawl stations;
- f. Coolant splashing on sensors and stopping the machine;
- g. Tool parts and pins breaking with limited use;



- h. The strip acquired by Invernizzi to test the machine in Italy was not according to the material specifications provided by Atlanta Arms;
- i. Air pressure was not consistent through the press machine;
- j. Many of the casings produced were defective;
- k. The press machine shutting down;
- l. Alignment issues on the B side of the press machine; and
- m. Material guides not the proper size which contributed to the A side parts not forming correctly.

28.

At no time has the press machine produced more than 240 parts per minute for more than 30 minutes consecutively.

29.

At no time has the press machine produced 240 parts per minute for 8 hours consecutively.

30.

The largest single batch of casings produced in a single day was, upon information and belief, approximately 115,000 of which at least half were defective..

31.

At least 40% of the casings produced by the press machine are believed to be defective.

32.

As a result of the defective nature of the press machine and its inability to operate as it was represented to operate, Atlanta Arms has lost hundreds of thousands of dollars in orders because the machine cannot produce casings at the volume represented and many of the casings produced are defective

33.

At no time has the press passed the SAT nor has Atlanta Arms at any time accepted the press machine.

34.

As a result of Bruderer's failure to provide Atlanta Arms a working and functional press machine that operates according to Bruderer's own output representation and Atlanta Arms known expectations, Atlanta Arms has rejected the press machine.

35.

Atlanta Arms has paid to Bruderer the sum of \$937,781.25 as a partial payment for the press machine plus an additional \$51,302.92 for materials used in testing the press machine.

36.

Atlanta Arms informed Bruderer that the press machine did not perform properly and as intended and gave Bruderer ample opportunity to cure the press machine's defect.

37.

Bruderer has failed to fix the defects with the press machine and presently has stated its intention to no longer attempt any fixes.

38.

Atlanta Arms has discontinued use of the press machine and is requesting its removal from the Atlanta Arms facility upon reimbursement of its damages from Bruderer.

39.

As a result of the failure of the press machine, Atlanta Arms has suffered damages to be proven at trial.

**COUNT I**  
**BREACH OF THE PURCHASE ORDER**

40.

The Plaintiff hereby incorporates paragraphs 1 through 39 of their Complaint as if set forth herein verbatim.

41.

Bruderer has breached the purchase order by failing to provide Atlanta Arms with a functioning press machine that was free of defects.

42.

Bruderer has breached the purchase order by failing to provide Atlanta Arms with a press machine that produces 240 casings per minute free of defective parts.

43.

Bruderer has breached the purchase order by breaching the express warranty and guarantee contained within the purchase order.

44.

As a result of Bruderer's breach of the purchase order, Atlanta Arms has suffered irreparable harm, injury and damage.

**COUNT II**  
**BREACH OF IMPLIED WARRANTIES OF MERCHANTABILITY**

45.

The Plaintiff hereby incorporates paragraphs 1 through 44 of their Complaint as if set forth herein verbatim.

46.

Bruderer is a regular merchant of the specific kind of press machine sold to Atlanta Arms.

47.

As the buyer, Atlanta Arms was justified in expecting that the press machine was merchantable and reasonably safe for its intended uses.

48.

There was privity between Bruderer and Atlanta Arms as to the press machine. Thereby, Bruderer created a warranty of merchantability for the press machine.

49.

Atlanta Arms purchased the press machine from Bruderer and used the press machine for the ordinary purposes for which it was intended. The press machine failed to pass without objection in the trade under the contract description and was not fit for the ordinary purposes for which such goods are used.

50.

The press machines' failures were the result of defects that Atlanta Arms could not have discovered before purchasing it, and those defects resulted in damages to Atlanta Arms in an amount to be proven at trial.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**  
**PARTICULAR PURPOSE**

51.

The Plaintiff hereby incorporates paragraphs 1 through 50 of their Complaint as if set forth herein verbatim.

52.

Bruderer has held itself out to Atlanta Arms to be a knowledgeable, expert, and reliable seller of the press machine it sold to Atlanta Arms. Bruderer knew Atlanta Arms' intended use of the press machine.

53.

Bruderer knew that Atlanta Arms was relying on Bruderer's skill or judgment in selecting or furnishing suitable goods.

54.

There was an implied warranty that the press machine would be fit for the purpose of Atlanta Arms' intended use of said press machine.

55.

The press machine is not fit for the purpose of Atlanta Arms' intended use of said press machine.

56.

Atlanta Arms has been injured as a result of the breach of this implied warranty of fitness for a particular purpose.

**COUNT IV**  
**BREACH OF EXPRESS WARRANTY**

57.

The Plaintiff hereby incorporates paragraph 1 through 56 of their Complaint as if set forth herein verbatim

58.

Bruderer sold the press machine to Atlanta Arms.

59.

Bruderer made numerous affirmations of facts and promises about the quality of the press machine as stated herein, including that the press machine could produce shell casings meeting certain specifications at a rate of 240 parts per minute and that it could operate continuously for at least eight hours per day.

60.

Bruderer made additional express warranties, as stated in the section of its February 3, 2022 Proposal entitled “Warranty”.

61.

These affirmations of facts and promises were part of the basis of the bargain between Bruderer and Atlanta Arms.

62.

The press machine was not as warranted and was unable of producing to-specification shell casings at a rate of 240 parts per minute and unable to operate continuously for at least eight hours per day.

63.

Atlanta Arms has provided Bruderer with notice of its breaches.

64.

Atlanta Arms has been injured as a result of Bruderer’s breaches of warranty.

**COUNT V**  
**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

65.

The Plaintiff hereby incorporates paragraphs 1 through 64 of their Complaint as if set forth herein verbatim.

66.

There was an agreement between Atlanta Arms and Bruderer, which contains an implied duty of good faith and fair dealing between them.

67.

Under the agreement between Atlanta Arms and Bruderer, Bruderer implied the press machine's suitability for use by Atlanta Arms in its business of manufacturing ammunition casings.

68.

When notified of the issues with the press machine supplied to Atlanta Arms, Bruderer failed to take action to ensure that the press machine met the applicable performance standards. Thereby, breaching the duty of good faith and fair dealing by depriving Atlanta Arms of the anticipated benefit of its agreement with Bruderer.

69.

As a direct and proximate result of Bruderer's breach, Atlanta Arms suffered continuing monetary losses. Those losses constitute damages, which are in an amount to be proven at trial.

**COUNT VI**  
**EXPENSES OF LITIGATION**

70.

The Plaintiff hereby incorporates paragraphs 1 through 69 of their Complaint as if set forth herein verbatim.

71.

The Defendant has acted in bad faith and has been unduly stubborn and litigious causing the Plaintiff unnecessary trouble and expense, and therefore the Plaintiff is entitled to recover its expenses of litigation against the Defendant.

WHEREFORE, Atlanta Arms prays as follows:

- A. That summons and process issue and that the Defendant be served as provided by law;
- B. That Atlanta Arms recover judgment against Bruderer in an amount to be proven at trial with interest accruing thereon at the maximum rate allowed by law;
- C. That Atlanta Arms recover against Bruderer its expenses of litigation including reasonable attorneys fees;
- D. That a trial by jury be had; and
- E. For such other and further relief as the court deems proper.

Respectfully submitted,  
DAME LAW, P.C.

By: /s/ H. Michael Dever  
H. Michael Dever  
Georgia Bar No. 219785  
[mdever@damelawpc.com](mailto:mdever@damelawpc.com)  
Hayes M. Dever, Jr.  
Georgia Bar No. 338488  
[hdever@damelawpc.com](mailto:hdever@damelawpc.com)

1867 Independence Square  
Suite 201  
Atlanta, GA 30338  
(404) 236-8614

Attorneys for Plaintiff  
American Components Manufacturing &  
Engineering, LLC



# EXHIBIT

## “A”



**PROPOSAL**

**Atlanta Arms  
7129 Wheat Street NE  
Covington, GA 30014  
Attn: Jarrett Gokey**

**Date: February 3rd 2022  
Quotation #: 21-0203AJR**

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Thank you for your kind inquiry.

Following your indications and all the information exchanged, we are pleased to submit our offer with technical details in the following documentation.

Do not hesitate to contact us for any questions.



## PISTOL CALIBERS

### Equipment for the production of CASEs caliber 9mm

- System composed by:

1) Transfer press our model **PMA C-9mm** fed by **Annealed STRIP**

#### Characteristics of the Press:

Press Model	<b>PMA C-9 mm</b>
Type of Press	<b>Mechanical</b>
Tonnage [Ton]	<b>120</b>
N. of stations	<b>10 + 10</b>
Ram Stroke [mm]	<b>150</b>
Station Pitch [mm]	<b>75</b>
Speed of the press [spm]	<b>30 - 130</b>
Output	<b>240ppm (= 120spm x 2 outs)</b>
Dimensions approximately [mm x mm x mm]	<b>3230 x 1750 x 3350</b> [Width x Depth x Height]
Weight approximately [kg]	<b>15.000</b>
Power Supply	<b>22 kW – 400V / 50 Hz (3 phases)</b>

2) Equipment characteristics:

#### **a) FRAME**

The press frame is made of highest quality welded steel which has been stress relieved before machining. Particular attention has been given to the rigidity of the frame in order to reduce to a minimum all deflections due to the working load and to guarantee long tool life.

#### **b) RAM**

The slide is made of one sturdy welded stress relieved steel and is designed with exaggerated safety margin so as to ensure no deflection nor deviation. It moves on roller ram guides pre-charged (clearance free) to guarantee a very accurate alignment in all strokes position. For optimum operating conditions the slide weight is compensated by two low air pressure cylinders.

#### **c) DRIVE**

Drive of the press is obtained through a variable speed motor. By adjusting the number of strokes per minute, the operator may select the most suitable speed for the job to be performed.

The flywheel of the press is not held by the drive shaft but is independently supported in order to avoid excessive wear on the support bearings. A low-inertia, electro-pneumatically controlled brake-clutch unit is mounted on the flywheel. As it is a single unit, no interference between clutch and brake is possible and immediate stopping of the press in any stroke position is guaranteed. The crankshaft is made of high resistance steel and is held by four supports locked onto the cams.

#### **d) ELECTRICAL EQUIPMENT**

Highest quality material has been used for the electrical equipment which include solid-state control system to improve the performance and reliability of the press even on high speed operations. Each

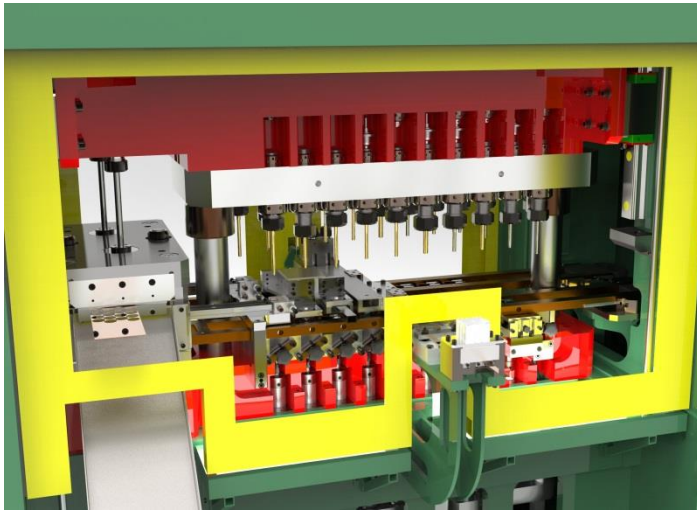


## PROPOSAL

phase of automatic operations is electronically controlled so that in case of defect, the press will be brought to a stop immediately and the fault will be signalized by a flashing light.

### 3) N°1 TOOL HOLDER

The tool holders is designed and developed specifically for ammunition components production. Each station has a wedge adjustment that allows a regulation. The usage of the wedge guarantees the best solution for heavy and continues operations of cartridges heading and stamping and allows a much accurate adjustment. Each single punch holder is connected to the upper tool part with a rapid bayonet system that ensures a rapid punch holder extraction in case of maintenance or exchange. The complete upper and lower parts of each single station can be easily and rapidly extracted with few single operation. The Tool Holder is guided by its own columns with roller bushings.



- 4) Transfer Bar & Fingers/Grippers with sensor system for checking the presence of the piece in the fingers. Quick assembling & disassembling
- 5) ZIG/ZAG strip Feeding Unit (*for STRIP feeding modality*)
- 6) Decoiler + Straightener Unit (*for STRIP feeding modality*)
- 7) Tool Lubrication system
- 8) Overload lower ejectors protection to ensure the equipment to stop in case of overload part ejection
- 9) Lower extraction system driven by desmodromic cams
- 10) Sensor system in specific points of the tool operations
- 11) Die set with circuit for temperature control, to ensure draw process with controlled temperature
- 12) Press layout drawings
- 13) Complete tool active parts drawings (Punches & Dies)
- 14) Modem for remote assistance (it is required is an Ethernet cable with direct access to internet)
- 15) PLC: Siemens model
- 16) A copy of the PLC software will be provided.  
*It will be possible to see the program lines but not to modify it (protect by Password), for the duration of the Warranty Period. When the Warranty is expired it will be provided also the Password to have full access at the software.*
- 17) HMI Siemens touch screen (All the messages in the Control Panel will be written in English)  
*If the customer requests it, Invernizzi can supply the list of words/sentences in english and the customer will make the translations in customer language and give it back to Invernizzi, so it will be possible*



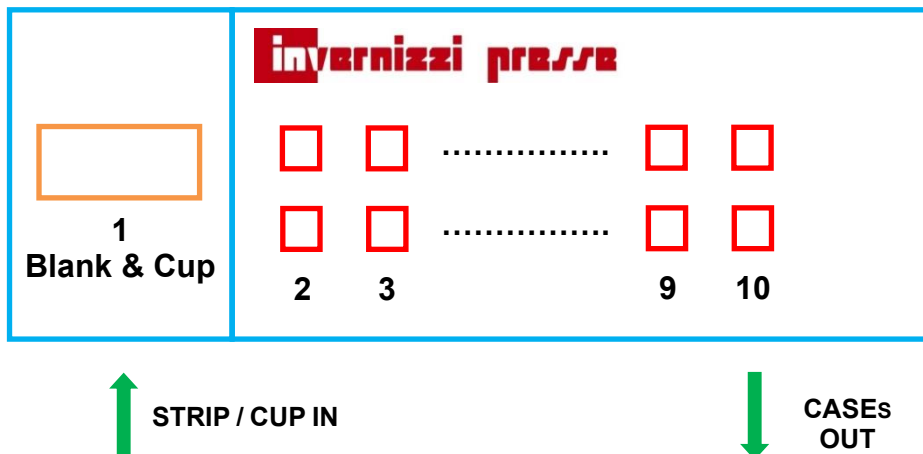
## PROPOSAL

*implement the customer language in the Control Panel (if the language is in the standard ones managed by the HMI).*

- 18) SELF DIAGNOSTICS, each time that the machine is activated will perform a series of test to check the right conditions before to start running. Eventually faults will be displayed on the HMI
- 19) Full detailed technical equipment documentation (Operator Manual) supplied in digital format (USB stick - working under windows OS). English Language. The documentation will include: instruction manual and declaration of conformity to the regulation applicable at the moment of the press taking over.
- 20) Press + Tool startup (FAT) in Invernizzi Presse Plant in Italy (row material supplied from customer)
- 21) RAW MATEIALS, client will have to supply to Invernizzi Presse all the required materials to be able to:
  - a) run the equipment at the maximum speed/output for at least 32 hours for internal tests;
  - b) run the equipment for the agreed time of the Acceptance Test in Italy (FAT).

The Raw Materials will have to be delivered to Invernizzi Presse not later than 4 months before the acceptance test in Italy (FAT).
- 22) The equipment is manufactured according to the applied European standards. More precisely is manufactured according to the Machinery Directive 2006/42/EC. EC Machinery Directive (2006/42/EC) Appendix II A

Schematic layout of the press:



(Scheme & pictures present in this offer are indicative)





## PROPOSAL

**PRICE TO SUPPLY:****Equipment fed only by Strip**n° 1 Press **PMA C-9mm** (*Double OUTPUTs*) **fed by STRIP**n° 1 Complete **Double** Tool Die Set for the production of **CASEs cal. 9x19mm [240ppm]**

n° 1 Decoiler + Straightener Unit

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€ 1.312.500,00

**TOOL SET CONVERSION KITS:**➤ **Caliber 380 – 40 – 45**n° 1 Complete **Tool set** for the production of cartridge **CASEs cal. 380 or 40 or 45 [240ppm]***The DOUBLE Tool set is composed by:*

- Complete of Transfer Bar & Fingers with sensor system for checking the presence of the piece in the fingers. Quick assembling & disassembling
- Tool Active Parts (Punches & Dies)
- Kit for Strip Feeding Unit

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**Strip Feeding Version (for each caliber)**

€ 273.000,00

**ADDITIONAL COSTs:****Startup (SAT) & Training in CUSTOMER PLANT**

The cost for Installation + Training in customer plant is:

**1.200,00 €/day** (*per each technician – 8 hours/day*)

Also Travelling days will be counted like Working days.

Additionally it will be charged to the customer the travel, board and lodging costs of the technicians.

**N.B.** All the prices shown in the offer are based on the normal standards used by Bruderer Machinery regarding the drawings of the incoming pieces, drawings of the outcoming pieces, components brand, system configuration, etc. In case of any modification requested by clients, extra costs may have to be calculated.



## PROPOSAL

### CONDITIONS OF SALE

**1 Delivery:** One Machine will be ready for factory acceptance in April 2022. There after 16 -18 months from order (date of down payment) according to actual order portfolio for press ready for FAT test in supplier plant in Italy (raw material supplied from customer).

**2 Shipment:** Ex Work Pescate (LC) - Italy

#### 3 Exclusions:

The followings are not included in the scope of the supply:

- Packaging
- Unloading, unpacking and cleaning
- Mounting and assembly
- Crane and erection
- Pits and fixing means
- All equipment for unloading, placing and moving the goods.
- All equipment for human and goods lifting during press startup in you plant
- Lubricant oil
- Power to the site of the switch cabinet and compressed air supply to the site of the machine
- Material for testing

#### 4 Terms of payment:

All the prices are in EURO ex VAT

- 10% at the order
- 60% at positive FAT in supplier's plant in Italy, before shipment
- 30% at SAT positive sign out in customer's plant

**5 Testing:** Testing shall be carried out at the manufacturer's Works according to DIN 55189 standards for machine with or without tools or production. The test will check all the equipment and the options according to the offer and further written agreements, geometric and safety tests. If the customer wishes he can attend the testing.

**6 Operation:** Press operation will be showed to the customer at the manufacturer's plant. However, whenever requested, one of the manufacturer's engineers can visit the customer's plant for training in the operation of the presses. Relative expenses shall be covered by the customer.

**7 Warranty:** 12 months from the date of delivery of the parts manufactured by INVERNIZZI. The manufacturer guarantees that the presses are made from top quality materials, employing highly specialized labor. Consumable materials as seals, tabs, filters etc. will not be covered by guarantee. Commercial parts bought from Invernizzi Presse will be covered by the guarantee period and conditions given to Invernizzi Presse from suppliers. The manufacturer shall replace free-of-charge, during the warranty period, those pieces or parts which shall be found by the manufacturer's engineers to be originally defective. But this shall not cover those parts which shall prove to be faulty due to errors made by the customer. In all the cases the travel, board, lodging and labor cost of the technical personnel carrying out the repair work shall be charged to the customer requesting them. Guarantee does not include tool active parts (Punches & Dies).

**8 Documentation and layouts:** during the project period the supplier will send (in different time) overall dimensions, protection guards layout; foundation drawing (excluding concrete calculation). The customer is due to check, highlight modifications, sign end return the documentation to the supplier within 15 calendar days

**9 Instruction manual:** the instruction manual will be written in English language. It will be delivered updated to the customer 30 working days after the press taking over. The documentation will include: instruction manual and declaration of conformity to the regulation applicable at the moment of the press taking over.

**10 all pictures present in this offer are indicative**

**11 Validity of the offer 30 days.**